

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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RONNY CAROL PERKINS,

Plaintiff-Appellee,

v

AUTO OWNERS INSURANCE COMPANY,

Defendant-Appellant.

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UNPUBLISHED

September 22, 1998

No. 199305

Wayne Circuit Court

LC No. 95-530097 NI

ON REMAND

Before: Hood, P.J., and Griffin and O'Connell, JJ.

**MEMORANDUM.**

In this breach of contract action, defendant appeals as of right from an order denying its motion for summary disposition and compelling the parties to submit plaintiff's uninsured motorist benefits claim to arbitration under the terms of the insurance policy provided by defendant to plaintiff. We affirm. This case is being decided without oral argument pursuant to MCR 7.214(E).

The insurance policy defendant provided to plaintiff allows for arbitration of uninsured motorists claims as follows:

**ARBITRATION**

A. If we and an 'insured' do not agree:

1. Whether that person is legally entitled to recover damages under this Part; or
2. As to the amount of damages;

either party may make a written demand for arbitration.

This exact arbitration provision has been construed by this Court as "broad" in scope under which "not only are disputes pertaining to the liability of the alleged tortfeasor and the extent of the insured's damages arbitrable, but *any* dispute pertaining to coverage is arbitrable,"

including whether an exclusion applies. *Linebaugh v Farm Bureau Mutual Ins Co*, 224 Mich App 494, 501, 502-503; 569 NW2d 648 (1997); see also *Maryland Casualty Co v Seidenspinner*, 181 Wis App 2d 950; 512 NW2d 186 (1994).

In light of *Linebaugh*, defendant's claims that coverage was excluded constitute arbitrable claims and, consequently, the trial court correctly ordered the parties to submit to arbitration.

We decline to address defendant's remaining claims in light of our disposition of its arbitration claim.

Affirmed.

/s/ Harold Hood

/s/ Richard Allen Griffin

/s/ Peter D. O'Connell